

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLANTZ HOLDINGS, INC.		07/05/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	38 FOUNTAIN SQUARE PLAZA, MD 10908F		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	BANKING CORPORATION: OHIO		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	5040745	& THEN SOME...	
Registration Number:	5040744	& THEN SOME...	
Registration Number:	4691085	BEBRITE	
Registration Number:	4690773	BECHARGE	
Registration Number:	4680689	BEPERF	
Registration Number:	4680688	BEBANNER	
Registration Number:	4680687	BEDIGITAL	
Registration Number:	4674059	BEFILMS	
Registration Number:	4674058	BEPAPER	
Registration Number:	4674057	BEPRINT	
Registration Number:	4583509	BESEEN	
Registration Number:	4571705	BEPRO	
Registration Number:	4571704	BEBOND	
Registration Number:	4571703	BELAM	
Registration Number:	4571702	BESAFE	
Registration Number:	4007375	BE LINE	
Registration Number:	4013495	BE LINE	
Registration Number:	4481406	BE LINE	
Registration Number:	4498358	BE LINE	

CH \$615.00 5040745

Property Type	Number	Word Mark
Registration Number:	4498357	BE LINE
Registration Number:	4481398	BE LINE
Registration Number:	4481397	BE LINE
Registration Number:	4481396	BE LINE
Registration Number:	3103098	N. GLANTZ & SON SIGN SUPPLIES

CORRESPONDENCE DATA

Fax Number: 2025339099

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-467-8800

Email: jspiantanida@vorys.com

Correspondent Name: VORYS, SATER, SEYMOUR AND PEASE LLP

Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS

Address Line 2: ATTN: TANYA MARIE CURCIO

Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	005252-1134
NAME OF SUBMITTER:	Julie S. Piantanida
SIGNATURE:	/julie piantanida/
DATE SIGNED:	07/05/2018

Total Attachments: 7

- source=Trademark Security Agreement - Glantz#page1.tif
- source=Trademark Security Agreement - Glantz#page2.tif
- source=Trademark Security Agreement - Glantz#page3.tif
- source=Trademark Security Agreement - Glantz#page4.tif
- source=Trademark Security Agreement - Glantz#page5.tif
- source=Trademark Security Agreement - Glantz#page6.tif
- source=Trademark Security Agreement - Glantz#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 5, 2018 (the "Effective Date"), is entered into by and between **GLANTZ HOLDINGS, INC.**, a New York corporation ("Grantor"), whose principal place of business and mailing address is 2501 Constant Comment Place, Louisville, Kentucky 40299, and **FIFTH THIRD BANK**, an Ohio banking corporation, for itself and as agent for each Affiliate of Fifth Third Bancorp (hereinafter collectively "Secured Party"), having an office at 38 Fountain Square Plaza, MD 10908F, Cincinnati, Ohio 45263, and is as follows:

WITNESSETH

This Agreement is executed in connection with the Guaranty and Security Agreement, dated as of the Effective Date, by and among (i) Grantor, (ii) N. Glantz & Son Sign Supplies, LLC, an Arizona limited liability company, (iii) N. Glantz & Son, LLC, a California limited liability company, (iv) N. Glantz & Son, LLC, a Florida limited liability company, (v) N. Glantz & Son, LLC, a Georgia limited liability company, (vi) N. Glantz & Son, LLC, an Indiana limited liability company, (vii) N. Glantz and Son, LLC, a Michigan limited liability company, (viii) N. Glantz & Son, LLC, a Missouri limited liability company, (ix) N. Glantz & Son, LLC, a New Jersey limited liability company, (x) N. Glantz & Son, LLC, a Nevada limited liability company, (xi) N. Glantz & Son, LLC, a New York limited liability company, (xii) N. Glantz & Son, LLC, an Ohio limited liability company, (xiii) N. Glantz & Son, LLC, an Oklahoma limited liability company, (xiv) N. Glantz & Son, LLC, a Pennsylvania limited liability company, (xv) N. Glantz and Son, LLC, a South Carolina limited liability company, (xvi) N. Glantz & Son, LLC, a Texas limited liability company, (xvii) N. Glantz & Son Sign Supplies, LLC, a Virginia limited liability company, (xviii) N. Glantz & Son, LLC, a Wisconsin limited liability company, (xix) 4th Generation, LLC, a Kentucky limited liability company, (xx) Right Brain Materials, LLC, a Kentucky limited liability company, (xxi) NGS Holdings, Inc., a Kentucky corporation, (xxii) Konstant Komment, LLC, a Kentucky limited liability company, and (xxiii) Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Guaranty and Security Agreement or the Credit Agreement (as defined in the Guaranty and Security Agreement), as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and, as applicable, re-grants to Secured Party a continuing security interest in and to, and Lien on, all of Grantor's right, title and interest in and to (whether now owned or hereafter acquired) (collectively, the "Trademark Collateral"):

(a) all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications, as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks");

(b) all renewals of each of the Trademarks;

(c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks;

- Trademarks;
- (d) all rights to sue for past, present and future infringements of any and all Trademarks;
 - (e) all rights corresponding to each of the Trademarks throughout the world;
 - (f) all rights of Grantor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications;
 - (g) together, in each case, with the goodwill of Grantor's business connected with the use of, and symbolized by, the foregoing; and
 - (h) all books, records, supporting obligations, cash and non-cash proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement; provided that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), any such Intent to Use Application shall automatically be considered Trademark Collateral.

The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the Secured Obligations (as defined in the Guaranty and Security Agreement). Grantor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement, and any amendments thereto, and any other document which may be required by the United States Patent and Trademark Office.

This Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of Ohio (without reference to Ohio conflicts of law principles). If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement. SECURED PARTY AND GRANTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Code will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes.

As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Grantor is to be taken promptly, unless the context clearly indicates the contrary.

The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the Collateral, or any of the Secured Party's rights or remedies respecting the Collateral. Without limiting the generality of the foregoing, (i) all of the covenants, representations, warranties, terms and provisions of the Guaranty and Security Agreement applicable to the Collateral are hereby incorporated into this Agreement mutatis mutandis and made applicable to all of the Trademark Collateral as if fully rewritten herein, (ii) the Trademark Collateral will be "Collateral" for all purposes of the Guaranty and Security Agreement, and (iii) this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Guaranty and Security Agreement or any other Loan Document, which security interests and other Liens, Grantor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

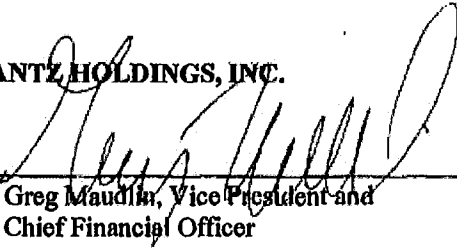
If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument after each of the parties hereto have executed and delivered this Agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Grantor, intending to be legally bound, have executed and delivered this Agreement under seal as of the Effective Date.

GLANTZ HOLDINGS, INC.

By:  (Seal)
Greg Maudlin, Vice President and
Chief Financial Officer

FIFTH THIRD BANK

By: _____
Keith E. Goodpaster, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006373 FRAME: 0032

IN WITNESS WHEREOF, Secured Party and Grantor, intending to be legally bound, have executed and delivered this Agreement under seal as of the Effective Date.

GLANTZ HOLDINGS, INC.

By: _____ (Seal)
Greg Maudlin, Vice President and
Chief Financial Officer

FIFTH THIRD BANK



By: KE Goodpaster
Keith E. Goodpaster, Vice President

SCHEDULE I

TRADEMARKS

U.S. Trademarks

Owner: Glantz Holdings, Inc., a New York corporation

MARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
& THEN SOME...	86897143	02/04/2016	5040745	09/13/2016
& THEN SOME...	86897140	02/04/2016	5040744	09/13/2016
BEBRITE	86234084	03/27/2014	4691085	02/24/2015
BECHARGE	86139629	12/10/2013	4690773	02/24/2015
BEPERF	86139641	12/10/2013	4680689	02/03/2015
BEBANNER	86139639	12/10/2013	4680688	02/03/2015
BEDIGITAL	86139637	12/10/2013	4680687	02/03/2015
BEFILMS	86139635	12/10/2013	4674059	01/20/2015
BEPAPER	86139632	12/10/2013	4674058	01/20/2015
BEPRINT	86139626	12/10/2013	4674057	01/20/2015
BESEEN	86139624	12/10/2013	4583509	08/12/2014
BEPRO	86139642	12/10/2013	4571705	07/22/2014
BEBOND	86139636	12/10/2013	4571704	07/22/2014
BELAM	86139631	12/10/2013	4571703	07/22/2014
BESAFE	86139627	12/10/2013	4571702	07/22/2014
BE LINE 	85064474	06/16/2010	4007375	08/02/2011
BE LINE	85046429	05/24/2010	4013495	08/16/2011
BE LINE 	85064472	06/16/2010	4481406	02/11/2014

BE LINE 	85064471	06/16/2010	4498358	03/18/2014
BE LINE 	85064470	06/16/2010	4498357	03/18/2014
BE LINE	85046428	05/24/2010	4481398	02/11/2014
BE LINE	85046427	05/24/2010	4481397	02/11/2014
BE LINE	85046425	05/24/2010	4481396	02/11/2014
N. GLANTZ & SON SIGN SUPPLIES	78450087	07/13/2004	3103098	06/13/2006